

Client Code: TICKET.001A

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): (List using letters or numbers for multiple parties)</p> <p>Exobrain, Inc.</p> <p>Additional name(s) of conveying party(ies) attached?</p> <p>() Yes (X) No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: Ticket, Inc.</p> <p>Internal Address: P.O. Box 1389 Eastsound</p> <p>Street Address: P.O. Box 1389 Eastsound</p> <p>City: WA State: CA</p> <p>ZIP: 98245</p> <p>Additional name(s) of receiving party(ies) attached?</p> <p>() Yes (X) No</p>
<p>3. Nature of conveyance:</p> <p>(X) Assignment () Security Agreement</p> <p>() Merger () Change of Name</p> <p>() Other:</p> <p>Execution Date: (List as in section 1 if multiple signatures)</p> <p>May 4, 2005</p>	<p>4. US or PCT Application number(s) or US Patent number(s):</p> <p>(X) Patent Application No.: 09/888,280</p> <p>Filing Date: June 21, 2001</p> <p>Additional numbers attached?</p> <p>() Yes (X) No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p>Customer No. 20,995</p> <p>Address: Knobbe, Martens, Olson & Bear, LLP</p> <p>2040 Main Street, 14th Floor</p> <p>Irvine, CA 92614</p> <p>Return Fax: (949) 760-9502</p> <p>Attorney's Docket No.: TICKET.001A</p>	<p>6. Total number of applications and patents involved: One</p>
<p>7. Total fee (37 CFR 1.21(h)): \$40.00</p> <p>(X) Authorized to be charged to deposit account</p>	<p>8. Deposit account number: 11-1410</p> <p>Please charge this account for any additional fees which may be required, or credit any overpayment to this account.</p>
<p>9. Statement and signature.</p> <p>To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.</p> <p>Arthur S. Rose Name of Person Signing</p> <p>28,038 Registration No.</p> <p>Total number of pages including cover sheet, attachments and document: 2</p>	

Documents transmitted via Facsimile to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
 Director, U.S. Patent and Trademark Office
 P.O. Box 1450
 Alexandria, VA 22313-1450
 Facsimile Number: (703) 306-5995

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Exhibit A

ASSIGNMENT

In consideration of the sum of Twenty U.S. Dollars (\$20.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Exobrain, Inc., a Delaware corporation having a correspondence address of Mehrman Law Office, P.C., One Premier Plaza, 5605 Glenridge Drive, Suite 795, Atlanta, GA 30342 ("ASSIGNOR"), hereby assigns, acknowledges that it has sold, assigned, transferred and by these presents does hereby sell, assign and transfer to Ticket, Inc., a Washington corporation, having an address of P.O. Box 1389 Eastsound, WA 98245 ("ASSIGNEE"), its successors, legal representatives and assigns, the entire right, title and interest throughout the world in U.S. Patent Application No. 09/888,280, titled "EYEGASSES WITH WIRELESS COMMUNICATION FEATURES" (hereinafter "Patent Application"), and to and under those improvements related to or described in the Patent Application (hereinafter "Improvements"), and all patents that may be granted thereon, and all divisions, continuations, reissues, reexaminations, renewals and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent that may have been or may hereafter be filed for said Improvements or for said Patents in any country or countries foreign to the United States; and hereby authorizes and requests the Commissioner of Patents of the United States, and any official of any country foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all letters patent for said Improvements and all letters patent resulting from the Patent Application to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Agreement.

ASSIGNOR does hereby sell, assign, transfer and convey to ASSIGNEE, its successors, legal representatives and assigns, all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of this Assignment of rights to Assignee, or may accrue hereafter, including, but not limited to, the right to sue for, collect and retain damages for past infringements of the Patent Application;

ASSIGNOR hereby covenants and agrees that it will communicate to ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Patent Application or the Improvements immediately upon becoming aware of those facts, and that it will testify in any legal proceeding involving any of the Patent Application or the Improvements, will sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths, and will generally do everything possible to aid ASSIGNEE, its successors, legal representatives and assigns to obtain and enforce the Patent Application and any patents resulting therefrom and Assignee's rights in the Improvements in all countries.

IN TESTIMONY WHEREOF, I Peter D. Warren, am authorized to act on behalf of Exobrain, Inc., and I hereunto set my hand and seal on behalf of Exobrain, Inc. on the date indicated below.

Further, I, Peter D. Warren, as an individual and on behalf of any other entity for which I may have authority to act, hereby assign and agree to assign any and all rights, title and interest in the Patent Application and Improvements that I or said other entity(ies) may have or that or said other entity(ies) may acquire in the future, including any and all past damages related to this subject matter.

EXOBRAIN, INC.

By: Peter D. Warren, CEO

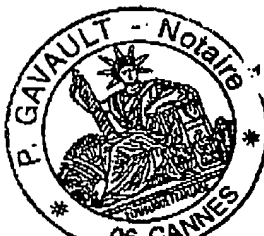
Date 7/1/2005

Peter D. Warren, individually as sole inventor

Date 7/1/2005

The foregoing signature of Peter D. Warren as his own free act and was witnessed by the following Notary Public or equivalent of France:

Printed Name:



Notorial Jurat:

Je soussigné Pierre GAVAUT
notaire à CANNES, 7 Rue des Etats-Unis,
certifie la matérialité de la signature
de Monsieur Peter D. WARREN

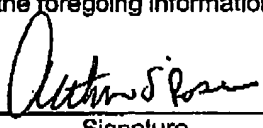
apposée ci-contre

Le 7/1/2005

Client Code: OAKLY1.278A

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): (List using letters or numbers for multiple parties)</p> <p>Ticket, Inc.</p> <p>Additional name(s) of conveying party(ies) attached?</p> <p>() Yes (X) No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: Oakley, Inc.</p> <p>Internal Address: One Icon</p> <p>Street Address: One Icon</p> <p>City: Foothill Ranch State: CA</p> <p>ZIP: 92610</p> <p>Additional name(s) of receiving party(ies) attached?</p> <p>() Yes (X) No</p>
<p>3. Nature of conveyance:</p> <p>(X) Assignment () Security Agreement</p> <p>() Merger () Change of Name</p> <p>() Other:</p> <p>Execution Date: (List as in section 1 if multiple signatures)</p> <p>July 8, 2005</p>	<p>4. US or PCT Application number(s) or US Patent number(s):</p> <p>(X) Patent Application No.: 09/888,280</p> <p>Filing Date: June 21, 2001</p> <p>Additional numbers attached?</p> <p>(X) Yes () No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p>Customer No. 20,995</p> <p>Address: Knobbe, Martens, Olson & Bear, LLP</p> <p>2040 Main Street, 14th Floor</p> <p>Irvine, CA 92614</p> <p>Return Fax: (949) 760-9502</p> <p>Attorney's Docket No.: OAKLY1.278A</p>	<p>6. Total number of applications and patents involved: One</p>
<p>7. Total fee (37 CFR 1.21(h)): \$40</p> <p>(X) Authorized to be charged to deposit account</p>	<p>8. Deposit account number: 11-1410</p> <p>Please charge this account for any additional fees which may be required, or credit any overpayment to this account.</p>
<p>9. Statement and signature.</p> <p>To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.</p> <p><u>Arthur S. Rose</u> Name of Person Signing</p> <p><u>28,038</u> Registration No.</p> <p><u></u> Signature</p> <p><u>7/11/05</u> Date</p> <p>Total number of pages including cover sheet, attachments and document: 3</p>	

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Application No.: 09/888,280
Filing Date: June 21, 2001

PATENT
Client Code: OAKLY1.278A
Page 1

ASSIGNMENT

WHEREAS, Ticket, Inc., a Washington corporation having offices in Eastsound, WA 98245 (hereinafter "ASSIGNOR"), represents and warrants that it is the sole owner of the entire right, title, and interest to certain new and useful improvements for which ASSIGNOR owns the following United States application for Letters Patents in the United States (hereinafter "the Patent Application"):

<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
09/888,280	June 21, 2001	EYEGLASSES WITH WIRELESS COMMUNICATION FEATURES

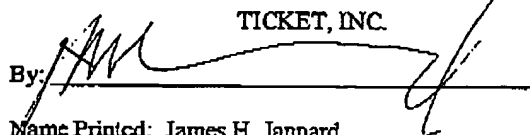
WHEREAS, Oakley, Inc., a Washington corporation having offices at One Icon, Foothill Ranch, CA 92610 (hereinafter "ASSIGNEE") desires to purchase the entire right, title, and interest in and to the inventions disclosed in the Patent Application;

NOW, THEREFORE, in consideration of Twenty-Five Dollars (\$25.00) to ASSIGNOR, and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby further acknowledges that it has sold, assigned, and transferred, and by these presents does hereby sell, assign, and transfer, unto ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in, to, and under the said improvements, and the said Patent Application and all Patents that may be granted thereon, and all provisional applications relating thereto, and all divisions, continuations, reissues, examinations, renewals, and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent that may hereafter be filed for said improvements or for the said Patent Application in any country or countries foreign to the United States; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements and all Letters Patents resulting from the Patent Application to ASSIGNEE, its successors, legal representatives, and assigns, in accordance with the terms of this Agreement.

ASSIGNOR does hereby sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the said Patents before or after issuance;

ASSIGNOR hereby covenants and agrees that it will communicate to ASSIGNEE, its successors, legal representatives, and assigns any facts known to ASSIGNOR respecting the Patent Application immediately upon becoming aware of those facts, and that it will testify in any legal proceeding involving any of the Patent Application, will sign all lawful papers, execute all divisional, continuing, and reissue applications, make all rightful oaths, and will generally do everything possible to aid ASSIGNEE, its successors, legal representatives, and assigns to obtain and enforce the Patent Application, and all Patents that may be granted thereon, in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 8 day of JULY, 2005.

By:  TICKET, INC.
Name Printed: James H. Jannard
Title: President
Date: July 8, 2005

Application No.: 09/888,280
Filing Date: June 21, 2001

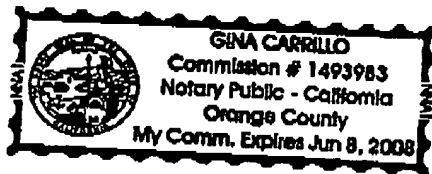
PATENT
Client Code: OAKLY1.278A
Page 2

STATE OF *California* }
COUNTY OF *Orange* } ss.

On *July 8, 2005*, before me, *Gina Carrillo, Notary*, personally appeared James H. Jannard personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



Gina Carrillo

Notary Signature

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